

**IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE

CAROL J. LONG,

Respondent,

v.

SHELTER INSURANCE COMPANIES,

Appellant.

DOCKET NUMBER WD73037

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: July 26, 2011

APPEAL FROM

The Circuit Court of Clay County, Missouri
The Honorable A. Rex Gabbert, Judge

JUDGES

Division II: Smart, P.J., and Pfeiffer and Martin, JJ.

CONCURRING.

ATTORNEYS

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Kansas City, MO

Attorneys for Respondent,

Wm. Clayton Crawford and James P. Maloney
Kansas City, MO

Attorneys for Appellant.



MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS, WESTERN DISTRICT

CAROL J. LONG,

Respondent,

v.

SHELTER INSURANCE COMPANIES,

Appellant.

OPINION FILED:
July 26, 2011

WD73037

Clay County

Before Division II Judges:

James M. Smart, Jr., Presiding Judge, and
Mark D. Pfeiffer and Cynthia L. Martin, Judges

Shelter Insurance Companies (“Shelter”) appeals from the Circuit Court of Clay County’s entry of summary judgment in favor of the survivors of a deceased automobile driver in their action against Shelter for payment of underinsured motorist (UIM) benefits under seven insurance policies issued to the decedent and his wife, which policies were in effect at the time of the car accident. The trial court determined that the survivors could stack UIM coverage and that Shelter was not entitled to a “set off” based on money paid in settlement by the tortfeasor’s liability insurer.

AFFIRMED.

DIVISION II HOLDS:

- (1) The other insurance section of the UIM coverage was ambiguous as to whether UIM coverage was stackable, and thus, the ambiguity will be resolved in favor of coverage to allow stacking of the seven UIM policies.
- (2) The set-off provision in the UIM coverage portion of the policy was ambiguous because the policy language provided coverage in one section and removed it in another, and thus, the ambiguity will be resolved in favor of coverage, and Shelter

must pay the full amount of UIM coverage under all seven policies, receiving credit for the amount already paid.

OPINION BY: Mark D. Pfeiffer, Judge

July 26, 2011

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